

Business

# Rewards

**Terms and Conditions**

1 February 2018



FOR BUSINESS

# Contact us

Bankwest Customer Help Centre 13 7000

*Bankwest Business Rewards* 13 7000

or visit [www.bankwest.com.au](http://www.bankwest.com.au)

## **Where to Report Lost or Stolen Cards (24 hours)**

Within Australia 13 7000 (cost of a local call)

## **Outside Australia**

+61 8 9449 2840

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## 1. Definitions

In these Terms and Conditions, unless the context otherwise requires:

**Account Holder** means the person in whose name a Card Account is kept and who is responsible for all transactions on the Card Account.

**Additional Cardholder** means a person (other than the Account Holder) to whom a Card is issued at the Account Holder's request and who is authorised to transact on the Card Account.

**Balance Transfer** means the transfer of a balance from another credit, charge or store card account which is not a Bankwest-branded account with us by crediting funds to that account and making a corresponding debit to the Card Account.

*Bankwest Business Rewards* means the rewards program operated by us under these Terms and Conditions.

**Bonus Partner** means a merchant who agrees to offer Bonus Points in connection with *Bankwest Business Rewards* as notified by us from time to time.

**Bonus Points** means the extra Points that are earned in addition to Points as a result of the Account Holder or an Additional Cardholder using a Card or Card details to purchase goods and services from Bonus Partners.

**Card** means a credit card issued by us to the Account Holder or an Additional Cardholder that we deem eligible to participate in the *Bankwest Business Rewards* but excludes any credit card we exclude from *Bankwest Business Rewards* from time to time.

**Card Account** means the Bankwest-branded account with us established in the name of the Account Holder to record transactions made using any Card or Card details.

**Cash Advance** means any transaction which involves the Account Holder or an Additional Cardholder receiving cash using a Card and includes where the Account Holder or an Additional Cardholder:

- draws cash from the Card Account using an

automatic teller machine or at a financial institution;

- makes any transactions we consider to be equivalent to cash (but not limited to traveller's cheques, foreign currency or money transfers, transactions for gambling (including online gambling), lottery tickets or gaming purposes generally);
- makes a transaction where the transaction is identified to us by the relevant merchant category code or intermediary as constituting a cash transaction;
- uses the Card Account to pay bills through a third party where the merchant does not accept credit card payments;
- uses the Card Account to pay bills over the counter at a financial institution;
- transfers, or arranges for the transfer of, funds from the Card Account to any other account.

**Year** means the period of 12 months commencing on the opening of the Card Account ("Commencement Date") and ending the day before the first anniversary of the Commencement Date and each successive period of 12 months after that.

**Eligible Purchases** means purchases made using the Card Account which are not excluded under clause 4 of these Terms and Conditions from earning Points or Bonus Points.

**GST** means a goods and services tax, value added tax, consumption tax, or any similar tax or a tax on services only.

**Operator of the rewards program** means the entity that we appoint to provide us with services (including Rewards sourcing and fulfilment) in relation to *Bankwest Business Rewards*.

**Points** means the points earned as a result of the Account Holder or an Additional Cardholder using a Card, Card details or the Card Account to purchase goods or services from merchants accepting a Card or Card details, subject to the restrictions in clause 4. Where the context permits a reference to 'Points' includes bonus Points.

**Points Delegate** means in relation to a Card the Cardholder for that Card unless either the Account Holder or another Cardholder has been nominated by the Account Holder as being solely entitled to accrue and redeem all Points and Bonus Points accrued by all Cardholders associated with the Card Account, in which case the Points Delegate for all Cards means that nominated person.

**Redemption Partner** means us or any other entity who agrees to provide a Reward in connection with *Bankwest Business Rewards*.

**Reward** means any goods, services or benefits obtained when Points or Bonus Points are redeemed.

**Rewards Account** means in relation to a Points Delegate the account established and maintained by the Operator for the purpose of recording the entitlement of the Points Delegate to Points and Bonus Points.

**Rewards Statement** means in relation to a Rewards Account and a statement period, a record of the Points and Bonus Points earned, redeemed, expired and forfeited during that period (if any), any adjustments made during that period and the Points balance at the end of that period. This will usually be included on or with a statement of transactions on the Card Account.

**Reward Voucher** means any voucher issued when Points are redeemed and which may be presented to us and/or a Redemption Partner to obtain or pay for the goods and/or services specified in the voucher (including travel services).

**We, us, the Bank or Bankwest** means, Bankwest, a division of Commonwealth Bank of Australia ABN 48 123 123 124 AFSL/Australian credit licence 234945 and its successors and assigns.

**Website** means the *Bankwest Business Rewards* website located at [bankwest.com.au](http://bankwest.com.au) and [bankwestbusinessrewards.com.au](http://bankwestbusinessrewards.com.au).

- Unless they are defined above, terms which have a defined meaning in the conditions of use brochures which govern the use and operation of

our credit cards, will have the same meaning in these Terms and Conditions.

- The singular includes the plural and vice versa.
- A reference to anything includes the whole and each part of it.
- The words including or such as when introducing an example does not limit the meaning of the words to which the example relates to or to examples of a similar kind.

## 2. When do these Terms and Conditions apply?

These Terms and Conditions govern the *Bankwest Business Rewards* program. They apply to an Account Holder and each Points Delegate in respect of a Card Account enrolled by Bankwest in the *Bankwest Business Rewards* program.

These Terms and Conditions are governed by the laws of Western Australia. The Account Holder and each Additional Cardholder submits to the non exclusive jurisdiction of the courts of Western Australia.

When the Account Holder or any Additional Cardholder uses a Card or the Card Account, the Account Holder will be taken to agree to these Terms and Conditions, as amended from time to time.

It is each Points Delegate's responsibility to read and understand these Terms and Conditions. When using our Website each Points Delegate acknowledges reading and understanding these Terms and Conditions. If any difficulty is experienced reading or understanding these Terms and Conditions, please contact us for further assistance. Alternatively we can provide a referral to an interpreter or other adviser.

Additional Cardholders nominated to accrue and redeem *Bankwest Business Rewards* points agree to accept these Terms and Conditions when they first use their card after nomination.

If the Account Holder or any Additional Cardholder:

- fails to comply with these Terms and Conditions;
- fails to comply with the conditions of use of a Card;

- causes any misrepresentation or are fraudulent in the use of a Card; or
- uses a Card in a manner inconsistent with these Terms and Conditions,

we may terminate their rights to participate in or access the *Bankwest Business Rewards* program, to earn Points and to redeem Points.

Use and the operation of a Card are subject to separate conditions of use which are provided with the Card. Additional copies of those conditions of use can be obtained by contacting us on 13 7000 or visiting our Website.

Any rights to participate in the *Bankwest Business Rewards* program are not transferable.

### 3. How are Points earned?

Points will be earned, and accrue in the Rewards Account of the relevant Points Delegate, for every Australian dollar (AUD\$1.00) of Eligible Purchases.

Where a purchase is an Eligible Purchase, we will include any GST as part of the purchase price for the purpose of calculating Points.

Bonus Points may also be earned from time to time on certain purchases from Bonus Partners that are charged to the Card Account (“relevant purchase”), and will accrue in the Rewards Account of the relevant Points Delegate.

The number of Points or Bonus Points that can be earned in respect of a relevant purchase will be determined by us at our absolute discretion. A list of Bonus Partners and relevant purchases is available on our Website.

### 4. What restrictions apply to Points?

The following are not Eligible Purchases, and a Points Delegate will not earn Points or Bonus Points in respect of them:

- Cash advances;
- Balance Transfers;
- Interest charges;
- Credit fees and charges;



- Bank fees and charges;
- Transactions we decide are disputed due to being fraudulent or which involve an abuse of a Card, Card details or the Card Account;
- Foreign exchange purchases;
- Travellers cheques;
- Gambling chip purchases;
- Government charges (other than GST payable in connection with the purchase of goods and services on which Points are earned);
- Credit card protection insurance;
- BPAY payments; i.e. bill payments and other payments made through the BPAY Electronic Payments Scheme; and Any other transactions which from time to time may be excluded by us.

When a refund or reimbursement for charges previously incurred on the Card Account (whether paid or not) is obtained, for example when goods are returned, we will reduce the Points (and, if applicable, Bonus Points) in the Rewards Account to which the relevant Points were credited by the amount of the Points (and Bonus Points) which accrued as a result of the charges.

When Points are converted to Rewards, they are redeemed in the order in which they were earned. This means that the oldest Points listed in a Rewards Statement are redeemed first whenever a Reward is claimed.

Points are not property and do not have any monetary value except in respect of the value assigned to them by us.

Points may not be converted or redeemed for cash, sold, transferred, assigned, bequeathed, inherited or otherwise dealt with except in accordance with these Terms and Conditions.

Points are used to claim an entitlement to a Reward.

Points cannot be combined with Points earned on another eligible Card Account.

A Card can only earn Points on one Rewards Account.

If a Bonus Partner does not pay us for Bonus Points,

e.g. where the Bonus Partner becomes insolvent, we may deduct those Bonus Points from the Points total in the relevant Rewards Account.

Any Points not redeemed by you within 24 months after the end of the last working day of the month in which the Points were earned will expire and will be deducted from your Rewards Statement.

Cards opened from 1st January 2013 are subject to the above mentioned 24 month Point expiry.

For Cards opened before 1st January 2013, Points will begin to expire effective 30 June 2013 beginning with the Points earned from the earliest date first.

## 5. What are the Rewards?

*Bankwest Business Rewards* may include the following types of Rewards:

- travel Reward Vouchers;
- other Reward Vouchers;
- merchandise;
- charitable donations<sup>1</sup> ; and
- cashback into a Bankwest credit card account.

A full list of Rewards and the number of Points required to claim each Reward is available on the Website. We will always attempt to be as accurate as possible with our product descriptions and pricing. However, we are unable to warrant that product descriptions or other content on the Website is accurate, complete, reliable, current or error free.

All rewards are subject to availability and substitutions may be necessary. We reserve the right to remove, vary, substitute or alter any of the Rewards described on our Website at our absolute discretion.

Prices of goods and services, postage, and other charges displayed on the Website are current at the time of display. These prices are subject to variation without notice.

<sup>1</sup> This product is not currently available. If this product becomes available, further information will be provided on our Website.

Information about a Redemption Partner's products or services is provided for convenience only and does not represent an endorsement by Bankwest of the products or services.

Our Redemption Partners may impose certain conditions in respect of a Reward (for example, in the case of a Redemption Partner who provides travel Reward Vouchers). Each Points Delegate acknowledges that if a Reward is no longer available, we may need to provide a substitute Reward of equal value or permit selection of an alternative Reward of equal value.

We accept no responsibility for:

- incidental costs incurred in connection with the use or redemption of any Reward, including any costs payable to a Redemption Partner;
- the installation of any goods or provision of any services;
- any loss or damage suffered or incurred in respect of use of any Reward or in respect of any services provided in connection with *Bankwest Business Rewards*; or
- the provision of any accessories relating to a Reward (for example, batteries or headsets).

## 6. Restrictions on claiming a Reward

A Points Delegate may claim a Reward if at the time of making a claim:

- The Reward is available for selection on our Website;
- The Points Delegate has the number of Points required to claim the Reward as shown on our Website (including any Points required for delivery of the Reward);
- The Card Account has been open for at least 60 days (unless the Account Holder has converted an existing Bankwest-branded credit card account to a Card Account in which case it must be at least 60 days since the existing credit account was opened);
- No Card associated with the Card Account has

been reported lost or stolen;

- The Account Holder has paid the minimum amount due in relation to the Card Account on the most recent payment due date not later than that due date; and
- The Points Delegate is over 18 years of age.

If the accrual level of *Bankwest Business Rewards* membership is switched between the Account Holder and an Additional Cardholder or vice versa, points must be redeemed within 60 days of switching, after which, all Points will immediately be cancelled.

## 7. How are Rewards claimed and received?

A Points Delegate can redeem a Reward using the Website or by contacting us on 13 7000. While a Points Delegate is the only person eligible to redeem Points and Bonus Points accrued on their Rewards Statement, a Points Delegate can request that a Reward be issued to any other person.

Each claim for a Reward is subject to:

- the specific conditions upon which the Redemption Partner makes the Rewards available. If there is any inconsistency between the Redemption Partner's conditions and these Terms and Conditions, the Redemption Partner's conditions will prevail;
- any special conditions that apply to the Reward; and
- any other terms and conditions relating to the Reward including, without limitation, any ticket for airline travel.

A Reward will be despatched when:

- an order to redeem Points for Rewards has been completed; or
- if Points are used in conjunction with the Points Plus Pay option, when payment in full has been received in respect of the Reward.

We will provide an estimated date for delivery for all Rewards.

It is a Points Delegate's obligation to enter the correct

delivery address at the time of ordering. Should an incorrect address be entered, we are not obliged to re-send the order to the correct address. If we find that there is no safe place to leave or deliver a Reward, a Reward may be returned to us and we will make contact to arrange for re-delivery. In both of these instances a postage cost for re-delivery will apply and will be payable to us.

As a guide only, our couriers attempt to deliver to business addresses between 9am and 5pm weekdays, and to home addresses up until 6pm. Perishable items may be delivered to business addresses by 5pm and residential addresses by 7pm. Unfortunately, we are unable to give a guaranteed time of delivery and all delivery dates specified on our Website are estimates only.

It is agreed that we have satisfied the requirements for delivery where we receive a Point Delegate's signature or the signature of an agent or proxy of the Points Delegate or of any other person to whom the Points Delegate has requested that a Reward be delivered (or their agent or proxy). This includes, but is not limited to, a hotel or office receptionist signing on receipt of delivery at the specified address. If no recipient is available for signing, a Reward may be returned to us and we will make contact to arrange re-delivery. In these instances a postage cost for re-delivery will apply and will be payable by the Points Delegate to us. We therefore recommend that a delivery address supplied be one where someone will be available during the hours of 9am and 7pm (or 5pm for businesses) on the delivery day.

Without limiting the operation of any other terms and conditions, it is agreed that late delivery does not constitute a failure on our part to deliver a Reward and does not give an entitlement to cancel an order.

Without limiting the operation of any other terms and conditions, we will not accept liability for any loss or damage arising from items lost, stolen or damaged after delivery has taken place.

Details of any fees relating to claiming a Reward (including for delivery) and details of any other conditions applicable to the redemption of a Reward will be set out on the Website.

## 8. Customer Help

Any queries about:

- these Terms and Conditions;
- a lost or delayed Reward;
- a Reward which has been received;
- the Website;
- the Card Account;
- *Bankwest Business Rewards*; or
- a Rewards Statement,

may be made to the Bankwest Customer Help Centre on 13 7000 Monday to Friday (excluding public holidays) or emailed to us at [businessrewards@bankwest.com.au](mailto:businessrewards@bankwest.com.au)

## 9. Lost or cancelled Rewards

It is a Points Delegate's responsibility to inform us immediately if a Reward or Reward Voucher does not arrive. If a Reward has been lost in transit and we have been notified, we will investigate the matter and endeavour to despatch a replacement Reward as soon as possible. It is acknowledged that if the Reward is no longer available, we may need to provide a substitute Reward of equal value or permit selection of an alternative Reward of equal value.

If an order needs to be cancelled, please contact us immediately on 13 7000.

Orders that cannot be cancelled will be subject to our Returns and Exchanges policy described in clause 10.

## 10. Returns and exchanges

If a Points Delegate or a recipient of an order is unhappy with an item purchased from *Bankwest Business Rewards*, the item may be returned to us.

However, please note, this excludes the following items:

- CDs;
- DVDs;

- Videos;
- Computer Games;
- Perishable Goods (including all food items);
- Underwear;
- Cosmetics (including hair products);
- Sale Items; and
- Mobile Phone Ear Pieces.

If goods are returned via an Australia Post Office, please keep the appropriate proof of return. Otherwise, if the returned item goes missing in transit to us, we will deem that it has not been returned.

It is the responsibility of the sender to ensure that returned goods are adequately packaged so they are not damaged during return transit.

Except where required by law, all returned products must be:

1. unused, unopened and in original condition;
2. undamaged;
3. returned within 30 days of delivery; and
4. in a saleable condition upon return.

If an item is returned in accordance with the requirements above we will exchange or refund the Points used to place the redemption. However, we will not pay or refund the cost of postage of the item to *Bankwest Business Rewards*, nor the cost of re-delivery. When we process a refund, we will deduct from that refund the amount of any postage or delivery fees. We will not refund the initial postage, gift wrapping, and other fees.

Goods purchased between 20 November and 25 December in a calendar year can be returned up to 31 January of the following calendar year.

Products that were purchased in conjunction with a promotion and subsequently delivered with a Free Gift must be returned with that Free Gift to receive a full refund for the original item purchased. If the original item is returned without the Free Gift, the value of the Free Gift will be charged to the Card Account or the value deducted from the Points balance in the Points Delegate's Rewards Account. If

the value of the Free Gift is charged to the Card Account, it is the Accountholder's responsibility to seek reimbursement from the relevant Points Delegate.

Any queries about how to return or exchange a Reward can be made to Bankwest Customer Help Centre on 13 7000.

## 11. Goods damaged or faulty on delivery

Except where required by law, damaged goods must be returned within 14 days of receipt.

If we find that those goods are defective or damaged products, we will refund the original product price, postage, gift wrapping and other fees via the original method of payment (for instance, the number of Points used to redeem the relevant Reward will be credited to the relevant Points Delegate's Rewards Account.) Alternatively, if replacement is requested, we will despatch the replacement item (subject to availability) once we receive the return, at our cost. Please note that the costs of postage will be charged back to the relevant Points Delegate's Rewards Account where a product is found not to be defective.

If goods are returned after the date 14 days after they are received, the normal manufacturer warranty conditions for that product will apply.

All manufacturer warranty claims must be referred directly to the manufacturer of those goods in accordance with the warranty instructions as stated on the product warranty card specified by the manufacturer. We will not be responsible for any loss or claim in respect of any warranty claims made or any costs incurred in connection with the claims.

## 12. Rules for particular types of Rewards

The following are specific rules relating to certain Rewards.

### **Reward Vouchers generally**

Points may be redeemed for a Reward Voucher, which may be used to purchase goods or services from the Redemption Partner named on the Reward Voucher. If the Reward Voucher contains an expiry date it



cannot be used after that date and the relevant Points will not be re credited if the Reward Voucher is not used by the expiry date. Reward Vouchers cannot be redeemed for cash, cheque, money orders or other payment instruments.

If the value of a Reward Voucher is higher than the price of the goods or services you wish to purchase you forfeit the difference unless the Redemption Partner agrees otherwise.

### **Travel Reward Voucher**

A travel Reward Voucher may be exchanged for travel services. These travel services may include flights, tours, car hire, hotel accommodation or a combination of these.

Travel services may be offered by any travel provider who is a Redemption Partner. A full list of Redemption Partners is available on our *Bankwest Business Rewards Website*.

The issue of a travel Reward Voucher does not constitute a reservation in respect of any Reward requiring a reservation. We take no responsibility for organising or booking travel with a travel provider. A Points Delegate will be liable to pay any cancellation fee in respect of a reservation or booking.

A travel Reward Voucher may only be used to pay an account at the travel provider. It may not be used for the purchase of goods or services supplied by a third party, even if they are made available through the travel provider, unless the relevant travel provider has specifically authorised such use.

All travel services are subject to the availability of the travel provider or service. The use of a travel Reward Voucher is subject to specific conditions which may be made by us from time to time.

### **Merchandise Rewards**

Points may be redeemed for specified merchandise. The Bankwest Customer Help Centre will arrange for these Rewards to be delivered.

### **Cashback Rewards**

Cashback Rewards can be made by us and placed into

any Bankwest credit card account nominated to us by the Points Delegate claiming the Reward.

Further Terms and Conditions may be made by us from time to time and are available on our *Bankwest Business Rewards Website*.

### **Points Plus Pay option**

Where a Points Delegate has insufficient Points to redeem a Reward, we may provide an option to pay the portion of the Reward not covered by Points using the Card Account. This option is provided at our absolute discretion and applicable terms and conditions are available on our *Bankwest Business Rewards Website*. This is known as the Points Plus Pay option.

Using the Card Account for Points Plus Pay also earns Points.

The Points Plus Pay option is not available for use with Cashback Rewards or travel Reward Vouchers.

### **Charitable donations<sup>2</sup>**

Points may be redeemed for a donation to a participating charity. Inquiries should be made with a tax adviser as to whether such redemption gives rise to any tax deductions. Further Terms and Conditions may be made by us from time to time and are available on our *Bankwest Business Rewards Website*.

## **13. When Points will not be earned and when we may cancel Points**

Neither Points nor Bonus Points will be earned in respect of an Eligible Purchase (and we may reverse an allocation of Points or Bonus Points invalidly awarded) if:

- a monthly payment relating to the Card Account is more than 30 days overdue;
- any Card associated with the Card Account has been reported lost or stolen and a lost or stolen status has been placed on the Card Account;
- we cancel any Card associated with the Card Account or terminate the Card Account for any reason;

<sup>2</sup> This product is not currently available. If this product becomes available, further information will be provided on our Website.

- we reasonably decide that the Account Holder or an Additional Cardholder is behaving or has behaved fraudulently;
- the terms and conditions relating to the Card Account or accessing the Card Account or these Terms and Conditions are breached; or
- an Eligible Purchase is the subject of cancellation, refund or return.

Points and Bonus Points will be reversed at the rate at which they were earned.

Points (including Bonus Points) may be cancelled if:

- a transaction or payment on the Card Account is not made for a Year;
- we reasonably suspect that the Account Holder or an Additional Cardholder is behaving or has behaved fraudulently; or
- the Account Holder dies.

If the Card Account is closed or access to it is cancelled, a Points Delegate that has Points in their Rewards Account has 90 days within which to redeem the Points, after which, all Points will immediately be cancelled.

Bonus Partners may exit *Bankwest Business Rewards* without prior notification and Bonus Points will not be allocated from their exit date.

## 14. How to keep track of Points and Rewards entitlements

A Points delegate will receive a Rewards Statement showing the Points that have been credited to that Points Delegate's Rewards Account, any expired Points and any Points debited as a result of redeeming any Rewards or forfeiting any Points during the period covered by the rewards statement.

New Points earned are added to a Point Delegate's Rewards Account on a daily basis to reflect the Points earned on purchases. The Points updates usually occur daily, however a Rewards Statement will only be issued each month.

A Points summary may be viewed daily through the

Website. Points can be used to claim Rewards as soon as they have been processed and can be viewed through the Website.

The Rewards Statement may be adjusted (and backdated if necessary) if Points or Bonus Points have been incorrectly credited or debited for any reason.

## 15. Disputed statements and general dispute resolution procedure

It is each Points Delegate's responsibility to check the accuracy of information in their Rewards Statement and to notify us in writing within 2 months of receiving the relevant Rewards Statement if any information in the Rewards Statement is disputed.

In case of a dispute with or complaint about *Bankwest Business Rewards*, please let us know in writing and include a readable copy of the relevant sales receipt, Card Account statement, Rewards Statement and other evidence to support the claim. We will investigate the dispute and provide a written response within 90 days. The response will either state our findings or indicate that more time is needed to resolve the matter. If more time is needed we will respond with our findings as soon as practicable but will endeavour to keep a complainant informed of the resolution process in the meantime.

Any dispute concerning goods or services received as a Reward must be directed to the relevant Redemption Partner, merchant or manufacturer. We are not responsible for resolving such disputes or for the dispute itself.

## 16. Termination

We can cancel *Bankwest Business Rewards* after providing the Account Holder and any Points Delegates with 30 days written notice. A Points Delegate has 60 days from the date of the cancellation of *Bankwest Business Rewards* to redeem Points (including Bonus Points). Points and Bonus Points will be forfeited after this period. No entitlement will accrue in respect of any use of a Card made after cancellation of *Bankwest Business Rewards*.

A Points Delegate can at any time cancel their membership of *Bankwest Business Rewards* by notifying us in writing. Any Points accrued in their Rewards Account not redeemed within 60 days of the cancellation will be forfeited.

## 17. Changes to these terms and conditions and Bankwest Business Rewards

We can change any or all aspects of Bankwest Business Rewards (including these Terms and Conditions) at any time without consent. The Account Holder and each Additional Cardholder agrees that they are bound by any change when any Card issued on the Card Account is first used after we give notification of the change.

Where practicable we will give notification of the change before it occurs. Otherwise we will give notice as soon as practicable after the change.

Changes we may make include a change to one or more of:

- the Rewards available for redemption;
- the way Points or Bonus Points can be earned;
- the way Points can be redeemed;
- the number of Points required to redeem a Reward;
- the way in which the Points Plus Pay option works;
- the number of Points received for using a Card;
- those retailers that are Bonus Partners; and
- those persons that are Redemption Partners.

Bonus Points Partners also reserve the right to make any changes, at any time and without prior notice, to the goods and services in relation to which Bonus Points are awarded, and the number of Bonus Points received as a result of purchasing such goods and services.

As Points, Bonus Points, Redemption Partners, Bonus Partners and Rewards can change at any time, always check with us that the information in the Website is up to date before claiming a Reward.

We take care to ensure that the Rewards catalogue and other communications are accurate and not misleading at the time of print. However we accept no responsibility for any error or inaccuracy.

We may transfer some or all of our rights and obligations under these Terms and Conditions to another person at any time. Consent to such a transfer is given when any Card on the Card Account is first used after we provide notice of the transfer to the Account Holder.

## 18. How do we communicate with each other?

Notice of any change to these Terms and Conditions will be communicated via the *Bankwest Business Rewards* Website, the statement of account, the Rewards Statement, in advertising or by written notice to the address given to us for the purposes of the Card Account.

It is the Account Holder's responsibility to notify us of a change of address.

All correspondence in relation to *Bankwest Business Rewards* should be addressed to *Bankwest Business Rewards*, GPO Box E237 PERTH WA 6841, or to such other address as is advised from time to time.

## 19. Responsibility to pay any fees and applicable taxes

It is each Points Delegate's responsibility to determine the tax impact of receiving Points, Bonus Points and Rewards.

We do not accept any responsibility for any tax liability (including any GST that may be payable), stamp duty or other duty or government charges or airport related charges in connection with the receipt of Points or a Reward under *Bankwest Business Rewards*. We and the Operator do not offer any advice or accept any responsibility in relation to these matters.

We may introduce a membership fee or other fees in connection with *Bankwest Business Rewards*. These fees will be in addition to the annual Card Account fee

payable by the Account Holder. If we introduce a new fee, we will give notice in advance.

## 20. Securing personal information

Each Points Delegate is responsible for maintaining the confidentiality of their membership id and password and the details of the Card Account.

The Account Holder agrees to take responsibility for all activities that occur in relation to the use of the Website by it or any Points Delegate. All Website users should ensure they sign out and close their browser once they have finished viewing their account. This is to ensure that others cannot access personal information and correspondence.

If sharing a computer with someone or using a computer in a public place like a library or Internet café, it is necessary to take steps to maintain the secrecy of membership id and passwords and any account information.

We will not be responsible for any loss or claim where a Points Delegate fails to maintain the integrity and privacy of Card Account details, or membership id and password. We are entitled to act on instructions received from a Points Delegate or someone purporting to be a Points Delegate if corresponding membership ID and password details are provided to us by that person.

## 21. Disclaimer and limitation on liability

It is agreed that participation in the *Bankwest Business Rewards* website is at the sole risk of the user.

Nothing in these Terms and Conditions prevents the Account Holder or a Points Delegate from being a member of any other reward program.

To the maximum extent permitted by law, we and the Operator have no liability or responsibility for:

- any disruption to *Bankwest Business Rewards* or any delay or inability to provide Points, Bonus Points or Rewards caused by circumstances outside our control, such as strikes or industrial

action, Acts of God, floods, weather, aircraft unserviceability or unavailability, war, civil disturbance, acts of terrorism, or the failure of a Bonus Partner or Redemption Partner to honour its obligations under *Bankwest Business Rewards*;

- any guarantees, warranties and representations offered by Redemption Partners, advertisers, Bonus partners, manufacturers or merchandise or suppliers of services;
- any problems or technical malfunction of any telephone network or lines, traffic congestion on the Internet, computer systems, servers or providers, computer equipment and software or failure of any email to be received as a result of such problems;
- failing to notify the Account Holder or a Points Delegate where any problems or technical malfunctions are caused by an error in an email program, an inaccurate email address, or failure to check email or the Website; and
- any error, omission, interruption, deletion or delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of the Website or Points record or any messages sent to us or received by us. Whilst Bankwest takes all reasonable steps to prevent the introduction of viruses or other destructive materials to the Website, we do not warrant, guarantee or make any representations that the Website is free of destructive materials.

The Account Holder and each Points Delegate acknowledges and agrees that we neither endorse the contents of messages, third party advertisements or Internet sites operated by third parties which are accessed by hyperlinks, referral buttons or other pointers, nor assume responsibility or liability for the content and accuracy of material contained therein, or any infringement of third party intellectual property rights arising from, or any fraud or other crime facilitated thereby.

Nothing in these Terms and Conditions should be interpreted as excluding, restricting or modifying any



term or condition which is implied by the Trade Practices Act 1974 (Cth), the Fair Trading Act 1999 (Vic) or any similar legislation ("Consumer Protection Law"). Except for any terms and conditions which are implied by any Consumer Protection Law, we:

- make no express or implied warranty or representation in connection with the Rewards (including with respect to type, quality, standard or fitness for any purpose);
- are not liable for any loss suffered (including consequential loss) arising in connection with a Reward (including failure to provide a Reward, its loss, theft or destruction or any supplier's refusal to accept a Reward Voucher);
- do not accept any liability with respect to death, injury or consequential loss arising from the supply of a Reward, or the use of any item redeemed as a Reward; and
- are not liable for any loss suffered (including consequential loss) in connection with negligence or our breaching a term, warranty or condition in relation to *Bankwest Business Rewards*.

Where we are liable for a breach of any term implied by any Consumer Protection Law, to the extent permitted by that law our liability excludes any indirect or consequential loss and is limited to:

- where the Reward constitutes goods, the replacement of the goods or supply of equivalent goods, repair of the goods, payment of the cost of replacing the goods or acquiring equivalent goods, or payment of the cost of repairing the goods, or
- where the Reward constitutes a service, supplying the service again or payment of the cost of having the service supplied again.

Certain Rewards may be covered by a manufacturer's warranty. Should a Reward require service, please direct enquiries to the manufacturer according to the warranty information.

Our failure to enforce a term of these Terms and Conditions does not mean we waive that term or our right to enforce it.

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